U.S. Department of Justice Washington, DC 20530

5 . 1, 1, 4-

Exhibit A To Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1124-0006

FORM NSD-3

DECEMBER 2007

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.tara.gov/. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov/.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH for and for EACH additional f	oreign principal listed in an initial statement or oreign principal acquired subsequently.				
Name and address of registrant Lanny J. Davis & Associates LLC 600 13th Street NW, Suite 600 Washington, DC 20005		2. Regi 5985	stration	No.	5 Pr. 1
and the state of t					
3. Name of foreign principal Government of Cote d'Ivoire	4. Principal address of foreign principal 2424 Massachusetts Ave., NW				
en e	Washington, DC 20008				tics her
5. Indicate whether your foreign principal is one of the following:					
goden gereign government			2010	NSD/C	Activity dis tog
Foreign political party Showing the Foreign or domestic organization: If either, check one	e of the following:		2010 DEC 1	NSD/CES/REGISTRATION UN	. the
Partnership	Committee		7 PM	HSTR.	vi idalion mel,
and Regulation and Corporation	Voluntary group			ATION	.1:0000
Association	Other (specify):				
Nitm Individual-State nationality					
6. If the foreign principal is a foreign government, state:					
a) Branch or agency represented by the registrant Embassy of Cote d'Ivoire in Washington, DC					p and so describe
्र का अपनेत्रकार । इ.स.च्याचेत्रकार					
b) Name and title of official with whom registrant deals Ambassador Charles Koffi					• • •
7. If the foreign principal is a foreign political party, state:					******
a) Principal address					11
CONTRACTOR					
b) Name and title of official with whom registrant deals					1.1.
es de ligrana (1988 c) Principal aim					There
Trincipal and ;					eneior

Formerly CRM-157

The Maria April					
3. If the foreign princ	ipal is not a foreign government of	or a foreign political party,		·	
a) State the r	nature of the business or activity o	of this foreign principal.			20 a s
· · · · · · · · · · · · · · · · · · ·					
(4월 10일 전) - 14일 전 13일					
				•	•

* * * * * * * * * * * * * * * * * * *					
·	eign principal			V., 🗀	N- 🗆
	y a foreign government, foreign p			Yes 📙	No ∐.
	foreign government, foreign politic		-	Yes 📙	No 🗌
***	foreign government, foreign political foreign government, foreign political foreign		-	Yes	No 🔲
	a foreign government, foreign pol	• •		Yes Ves	No 🗌
	part by a foreign government, for		-	Yes □ Yes □	No .
Subsidized in	part by a foreign government, to	'	Toreign principal	ies 🗀	110 <u></u>
2. Explain fully all ite	ems answered "Yes" in Item 8(b).	(If additional space is need	ded, a full insert page mus	t be used.)	
e.					2
+ 1 * j					
				Z ZSD	
				D/CES/RE 2010 DEC	1
£1				NSD/CES/REC	
#				1) -
				P	ALCTRATION UNIT
				1:46	3
: ·				9	
10. If the foreign prin	cipal is an organization and is no owns and controls it.	t owned or controlled by a for	eign government, foreign	political party or oth	ner foreign
p	o o who and controls in				
1.4 1.4 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5				,	
					• •
Date of Exhibit A	Name and Title		Signature		
2-17-10	Lanny J. Davis		Lansin 1	2/	* **
	Principal		Ward of	Mun	

U.S. Department of Justice Washington, DC 20530

1. Name of Registrant

SOLEMAN LEOLEGICAN

Alon Fairne

क्षक्ष श

Sakapaisa . Sakatas

Lanny J. Davis & Associates, LLC

Exhibit B To Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1124-0004

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov/. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov/.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

5985

2. Registration No.

Committee		OC OC	****
3. Name of Foreign Principal Government of Cote d'Ivoire	<u> </u>	1 1 1 1 1 1 1 1 1 1	May Ten
Wigney, No. 8		PH	٠,٠.
The first transfer of the second of the seco	Check Appropriate Boxes:	: 46	Sant is No assi
	nd the above-named foreign principal is a formal written of		ach
	ween the registrant and the foreign principal. The agreemerspondence. If this box is checked, attach a copy of all p	ent with the above-named foreign	

6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Advise Foreign Principal with the objective of peacefully resolving the current crisis in Cote d'Ivoire regarding the November 28, 2010 election results in a spirit of reconciliation and transparency, and consistent with the Cote d'Ivoire constitution and laws.

copy of any initial proposal which has been adopted by reference in such correspondence.

oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

wash.

Date of Exhibit B	Name and Title Lanny J. Davis	Signature		NSD/CES/REGISTRATION UNIT
Addition of the second of the				
Administration of the Control of the				
Administration of the Control of the				
Administration (C. 1997) Militarian Mariantana (C. 1997) Waltana (C. 1997)				NSD/CES/REGISTRATION UNIT
The state of the s				NSD/CES/REGISTRATION
また。 また。 (10.4) (2.4) (2.4) (3.4) (4.4)				NSD/CES/REGISTR
				NSD/CES/AR
				- 5
•				
Provide infor described in		es government and to the	public related to t	he work
	I such political activities indicating, a mployed to achieve this purpose.	among other things, the relations, inter	rests or policies to be influence	ced together with
footnote below?	Yes 🗵 No 🗌			
9. Will the activities	on behalf of the above foreign princ	ipal include political activities as defir	ned in Section 1(o) of the Act	and in the
Per Control				
alas estata Alas estata				
1				•
•		•		
Please see	response to #7.			

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or has the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Lanny J. Davis & Associates LLC

Law ▲ Media ▲ Legislative/Political Strategies

December 8, 2010

VIA E-MAIL

Mr. Desire Dallo Mr. Alcide Djedje Amb. Koffi Charles Mr. Pascal Kokora Mr. Augustin Douoguih

Re: Legal Engagement Agreement to Provide Legal Services

Dear Messrs. Dallo, Djedje, Charles, Kokora and Douoguih:

Lanny J. Davis & Associates LLP of Washington, D.C. (LJD&A) (www.lannyjdavis.com) proposes to be engaged as attorneys for the Government of Cote d'Ivorire ("GoCdI") to provide the following services (hereafter, "the Services"):

Legal advice and representation in Washington, D.C. and before various agencies of the U.S. Government (USG) and, specifically, within the next three months, to present the facts and the law as to why there is substantial documentary evidence that President Laurent Gbagbo is the duly elected president as a result of the November 28 elections, as ruled by the supreme authority, the Constitutional Council, under the Cote d'Ivoire Constitution. LJD&A will attempt to secure credible third party cooperation, from individual leaders and/or credible international organizations, to assist in the ascertainment of the extent and specific evidence of such voter fraud underlying the basis of the Constitutional Council's decision to validate the election of President Gbagbo.

As attorney for GoCdI, LJD&A will attempt to compile, with cooperation from the GoCdI, evidence provided by the GoCdI to substantiate the allegations of substantial voter fraud in the north that was material enough to prevent the re-election of President Gbagbo, including video, documentary and firsthand observers, of fraud, violence, and voter intimidation and prevention of voting and counting of ballots in areas controlled by the opposition party of Alassane Ouattara and/or at the hands of those under the direction or supervision of the opposition party or the armed rebels supporting them. We will be looking for some or all of the following evidence in documentary form as well as sworn declarations by witnesses:

600 13th St. N.W., Suite 600 Washington, D.C. 20005 Direct: 202.756.8211 Fax: 202.737.1141 Idavis@lannyjdavis.com

Ay

Legal Engagement Agreement for the Government of Cote d'Ivorire December 8, 2010 Page Two

- Specific evidence of voting irregularities and fraud in the Central-Northern-Western regions of Cote d'Ivoire, referred to as CNO; as well as any evidence visual and otherwise that demonstrates Rebel or Opposition intimidation of voters, election monitors, or others, including the beating death of a female poll worker in the north;
- Quotations from the Cote d'Ivoire Constitution and the Electoral Code, and all applicable regulations regarding the role, authority, and procedures of the Electoral Commission vs. final constitutional authority of the Constitutional Council specifically, a factual timeline of the activities of the Electoral Commission, the attempt to announce election results prematurely on Tuesday, documentation that the Chairman had still not officially validated the election, nor met the purported constitutional or legal deadline to do so as of Wednesday midnight, and any other evidence of insufficient or improper supervision of the election results by the Commission, particularly specific documented examples of election results in identified areas in the north where vote totals were 95% in favor of the opposition or something close;
- Specific information about the activities of the Constitutional Council, the deadline under the constitution by which it is purportedly required to validate the election within the seven days (need specific quotation from the constitution or applicable law to that effect) and any other information about the constitutional role and authority of the Constitutional Council;
- A complete description of all international organizations and international observers of the election including names and telephone numbers and e-mail addresses of the same, who can support the fact of substantial irregularities in the north during the election; and
- A brief narrative history of recent years in Cote d'Ivoire regarding past elections, the election of President Gbagbo, the coups attempts, the civil war, the peace process, the Ouagadougou Agreement, the background and circumstances of the appointment of Guillaume Soro, whom the president appointed as Prime Minister to his government of coalition from the opposition, and all the events, facts, and circumstances leading up to the present election crisis and Mr. Soro's decision to resign rather than continue in a coalition government of reconciliation as welcomed by the President.

Since the GoCdI will be retaining LJD&A as its attorney to provide legal advice and strategies to it, Mr. Davis will likely be afforded the protection of attorney-client privilege and confidentiality and all emails, cables, communications and relevant information exchanged between LJD&A

A

Legal Engagement Agreement for the Government of Cote d'Ivorire December 8, 2010 Page Three

and the GoCdI will be subject to such privileges under U.S. law where applicable, but such privileges cannot be guaranteed or assured. All communications by and between the GoCdI and any representative thereof and LJD&A shall be labeled "ATTORNEY-CLIENT PRIVILEGED/ATTORNEY WORK PRODUCT PRIVILEGED/CONFIDENTIAL" including in all subject lines of emails.

LJD&A will present this evidence, in the form of a final "GoCdI White Paper" describing the decision made by the Constitutional Council and the evidence of voter fraud on which it based its decision to validate President Gbagbo's decision, to leaders of the U.S. government – specifically, leaders of the U.S. congress, the Administration, particularly the State Department, and international organizations such as the United Nations, the E.U., and the African Union, as well as communicate such facts to the media when and if appropriate, accurately and completely.

LJD&A will also attempt to validate and verify any information presented by the GoCdI regarding possible legal deficiencies under GoCdI laws and its constitution in the eligibility of Mr. Oattara as a presidential candidate and, if documented by the facts and the law, will publish such additional findings as an appendix to the White Paper.

If possible during this first term of the contract, and in the event the contract is renewed. LJD&A will also advise the GoCdI on ways to improve relations with the U.S. Government and to assist the GoCdI in areas such as human rights, due process, an independent judiciary, anti-corruption enforcement, and other issues that will enhance the GoCdI's relationship with the U.S. government and western democracies.

It is understood that a requirement for the provision of legal services shall be reasonable access by Lanny J. Davis, principal of LJD&A, and his associates to have direct access and communication with President Laurent Gbagbo and his representatives, ministers, and other senior officials of the GoCdl who have the facts and documentation necessary to complete the White Paper.

Fees

The fees for this representation will be \$100,000 per month for three months paid in full by wire transfer (see Appendix A) on signature of the contract. The GoCdl may renew the contract no later than the first day of the third month for an additional three-month periods on the mutual agreement of both parties, with the possibility of the fees being adjusted up or down depending on the experience of the first three months and with the definition of "the Services" shall be expanded to include representation of the GoCdl on other issues, such as improving trade and commercial relations with the U.S. and other international law issues.

M

Legal Engagement Agreement for the Government of Cote d'Ivorire December 8, 2010 Page Four

Such fees shall not include ordinary and necessary out-of-pocket expenses, including required travel and all related expenses, including business class air fare tickets. Nor such fees include authorized additional fees for specialized independent contractors to supplement the work of LJD&A. Such fees shall be billed by invoice by email with supporting documentation the first of each month and shall be due by wire transfer (see Appendix A) with seven days of receipt of invoice by email.

The name, address, email address, cell and office telephone numbers, and fax number of the individual designated by President Gbagbo to receive and transmit funds by wire transfer promptly shall be as indicated in Appendix A

The GoCdI shall indemnify LJD&A for any and all costs and liabilities arising from any claims made against it, including reasonable attorneys' fees, arising under the good faith performance of services under this contract. Further, the GoCdI consents to jurisdiction to enforce such indemnification commitment to the Washington, D.C. U.S. District Court and to subject matter jurisdiction and the law of the District of Columbia.

Term of the Contract

The three month term shall begin as of the date of receipt of a signed copy of this contract from a government representative and receipt of the wire transfer of \$300,000 for three months fees.

If acceptable, an authorized representative of the government shall sign below.

Government of Cote d'Ivoire Authorized Representative

Dated: 12/08/10

Government Seal

Lanny J. Davis & Associates LLP

Enclosure

MSD/CES/REGISTRATION UNIVERSE 17 PM 1: 46

APPENDIX A

LJD&A WIRE TRANSFER INFORMATION:

Bank:

Acct Name:

ABA:

Bs Money Market Number Swift Code:

Citibank, NA Lanny J. Davis & Associates



NAME, ADDRESS, EMAIL ADDRESS, AND CELL TELEPHONE NUMBER OF CONTACT POINT FOR LJD&A FOR ALL INVOICES AND COMMUNICATIONS:

December 12, 2010

Introduction

- 1. No statement by the president is required.
- 2. Since the Contract must be published under US law (pursuant to the Foreign Agents Registration Act "FARA"), Lanny Davis will issue a press release announcing his firm's representation of the Government and quote from the Contract extensively as to the mission the government has asked his firm to use its best efforts to achieve, specifically:
- (A) To publicize and present in the US, global media and on the Internet, including in the public "White Paper" referenced in the Contract, the factual basis that led the Constitutional Council ("CC"), the supreme authority under the Cote d'Ivoire constitution to determine the final election results, to declare President Laurent K. Gbagbo the victor in the Nov 28 election.

Such factual presentation shall be based in and include the CC's documented citations evidence of fraud, violence, and intimidation in extensive areas in the northern sections of Cote d'Ivoire, controlled by and/or heavily influenced by the opposition in general and supporters of Mr. Ouattara in particular; such intimidation and violence preventing free and fair and open elections from taking place and those potential affects on the outcome; and to present the CC's determinations that the fraud in these northern areas was sufficient to be able to declare Mr. Laurent K. Gbagbo the actual victor of the November 28 elections.

(B) To present the evidence of bias and improper conduct by the IEC as determined by the CC, such evidence allegedly showing that the IEC violated its legal obligations to be impartial and that the IEC was unduly influenced by the opposition and external forces financing and supporting Mr. Ouattara, including specific acts by the IEC to impede neutral international observers in northern voting areas, such as when the IEC reportedly barred EU representatives who were official election observers from visiting polling places, according to such EU representatives themselves, and other conduct suggesting bias and indifference of the IEC to its legal obligations.

LJD&A and the Government of Cote d'Ivoire will evaluate in 3 months LJD&A's ability to present credible, factual information in support of the above, during which time a personal meeting with LJD and President Laurent K. Gbagbo and other senior officials of the Government will be attempted in good faith and after which both sides shall have the opportunity to make their own determinations about the basis of going forward.

The government will confirm, when asked, that it is backing Mr. Davis in his review of this matter and efforts to publicize the factual basis of the CC's decision.

This Addendum dated December 12, 2010, is intended to replace the prior Addendum of December 9 that accompanied the Contract.

.Signed:

Lanny J. Davis

Lanny J. Davis & Associates

WSD/CESPREGISTRATION UNIT

SIGNED Cote d'Ivoire Contract + December 12, 2010 Addendum I and Addendum II of December 15, 2010

- 1. On page 1, para. 2: the second sentence is deleted and shall read as follows:
- "LJD&A will collect such evidence of such voter fraud underlying the basis of the Constitutional Council's decision and to explain the soundness and fairness of its decision and the election of President Gbagbo."
- 2. On page 1, para. 3 (last para., fourth line from bottom) should read:
- "of voting and counting of ballots in areas controlled by the 2002 rebellion and party of Alassane Ouattara
- 3. On page one, para. 3 (last para, second line from bottom):

Delete the last sentence beginning with "We ..." and ending with "witnesses"

- 4. On page two, delete all five "bullet points" (.) beginning with the one starting with the words "Specific evidence" and up to and including the one beginning with the words "A brief narrative..."
- 5. On page three, first full para. beginning the letters "LJD&A," first line, delete the word "this" evidence and substitute the word "the" evidence.
- 6. On page three, delete entirely the second full paragraph beginning with the words "LJD&A will also attempt to validate..." ending with the words "to the White Paper."
- 7. This contract shall not be effective until the date of the receipt of fees of \$300,000 (three hundred thousand dollars) by wire transfer to the account set forth in Appendix A.

Accept changes in Addenda I, dated December 12, 2010 and II, dated December 15, 2010:

Ambassador Charles Y. Koffi
Date:

Lanny J. Davis. Dated: